

TOWN OF WHITESTOWN, INDIANA
PARTICIPANT WAIVER, RELEASE, AND INDEMNITY

Participant Name: _____

Event: _____

(NOTE: THIS PARTICIPANT WAIVER, RELEASE, AND INDEMNITY APPLIES TO ALL ACTIVITIES OF WHITESTOWN
IN WHICH YOU MAY PARTICIPATE, NOT JUST THE EVENT(S) LISTED ABOVE).

In return for arranging and permitting my participation in one or more projects, events, or activities of the Town of Whitestown, Indiana or any of its departments or agencies (collectively, "Whitestown"), including but not limited to the specific event referenced above, I hereby waive, release, discharge, indemnify and hold harmless Whitestown and its officials, employees, and other representatives from any and all liability, losses or damages (including attorneys' fees and other costs of defense) from claims, suits or demands of whatever kind or nature that may be made or brought by me, my family or my estate, heirs or assigns arising or resulting from property damage, personal injury or death in connection with my participation in these events, even if arising from the negligence or wrongful acts of Whitestown. This Participant Waiver, Release, and Indemnity includes, without limitation, claims that may arise from the actions or omissions of Whitestown, or any of the co-sponsors for or organizations benefitting from any of these projects or events, or their respective representatives. I understand that I may be engaging in physical activities that may expose me to dangers both from known risks and unanticipated risks, and I accept and assume all risks of participation in any of these events and agree to be responsible for my own safety. I understand that Whitestown has not undertaken to determine whether I have any medical condition that would cause me to be unfit to participate in any of these projects, and I acknowledge that Whitestown has no duty to do so. I agree that this Participant Waiver, Release, and Indemnity is intended to be as broad and inclusive as permitted by Indiana law, and if any part of it is held to be invalid, the rest of it will still be valid and enforceable. However, the release does not apply to any claim that cannot lawfully be released by private agreement. I also warrant and agree that no action or lawsuit of any nature will be filed, maintained, or litigated against Whitestown resulting from my participation in such event(s). I will pay any and all costs or expenses, including attorneys' fees, incurred by Whitestown in enforcing any provision herein.

I also agree to permit Whitestown to use, without compensation, my likeness, name, photograph, image and recorded voice, obtained in connection with my participation in any of these projects, to advertise, promote and publicize any and all operations and activities of Whitestown. Such use shall be in the sole discretion of Whitestown and may be in any form of media. By signing this form, I expressly waive and release Whitestown from any and all claims (including but not limited to libel, defamation, invasion of rights to privacy or infringement of rights to publicity) arising out of the use by Whitestown of my likeness, name, photograph, image or recorded voice as set forth above. I also waive any right to inspect or approve any such intended use of my likeness, name, photograph, image or recorded voice by Whitestown prior to its actual use.

I am either over the age of 18 years, **I have read this Participant Waiver, Release, and Indemnity and understand and agree to its terms**, or a parent or guardian is also signing this Participant Waiver, Release, and Indemnity, has read, understands and agrees to its terms for himself or herself and on my behalf and agrees to be responsible for my safety. If the named Participant is a minor child, the undersigned parent or guardian hereby gives permission for Whitestown to authorize emergency medical treatment as may be deemed necessary for the child while participating in the activities described above.

Signature

Date

Signature of Parent or Guardian
(if Participant is under 18 years old)

Printed Name of Parent or Guardian
(if Participant is under 18 years old)